

Sandia-approved MOU—Attachment B

Sandia MOU number _____

MEMORANDUM OF UNDERSTANDING between Sandia Corporation and (Other Party)

SUBJECT: (topic of memorandum of understanding)

INTRODUCTION.

Sandia Corporation is a Delaware Corporation that operates Sandia National Laboratories pursuant to Contract No. DE-AC04-94AL85000 with the United States Department of Energy. (other party) is _____.

- (a) Background. [Set out the interests and responsibilities of each party.]
- (b) Purpose. This Memorandum of Understanding (MOU) documents the relationship between the parties to _____.
This agreement is not a Department of Energy Reimbursable Agreement, Cooperative Research and Development Agreement, or procurement.
- (c) Authority. This MOU is established under the terms and conditions of the prime contract for the operation of Sandia National Laboratories by Sandia Corporation. The authority for (other party) to act is based on _____.
- (d) Policy. [Briefly state the general policy, areas of cooperation, and joint activities.]

MANAGEMENT AND PROGRAM GUIDELINES.

- (a) Management and Review. [Briefly set out the collaborative agreement of the parties, but do not commit Sandia funds or work nor commit Sandia intangibles other than funds or work.]
- (b) Funding Prohibition. This MOU shall not be used to obligate or commit funds or as the basis for the transfer of funds.
- (c) Management Arrangements. This MOU envisions direct communication between Sandia and (other party) officials involved in managing the information to be exchanged.

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ADMINISTRATION.

- (a) Patent and Technical Data. (other party) and Sandia shall retain exclusive right, title, and interest to their individual underlying technologies. Neither party warrants that any information or technology disclosed to the other party shall be merchantable or fit for a particular purpose or free of claims of infringement from third parties.
- (b) Release of Information. Production or release to news media, to the general public, or any third party regarding the existence, nature, or purposes of this MOU shall require mutual written agreement of all parties prior to its release.
- (c) Conditions for Sandia Participation.
 - (1) It is agreed and understood that any work done or actions taken by Sandia must be in accordance with the terms and conditions of the prime contract between Sandia Corporation and the United States Department of Energy for the operation of Sandia National Laboratories; and must be in accordance with any successor contracts for the operation of Sandia National Laboratories. In the case of any conflict between this MOU and the prime contract for the operation of Sandia, the prime contract shall take precedence.
 - (2) It is further agreed and understood that Sandia is required by the United States Department of Energy to include certain terms and conditions in all implementing agreements it enters into with third parties. (Other Party) and Sandia agree that, to the extent applicable to this MOU, such terms and conditions shall be included in such implementing agreements.

MISCELLANEOUS.

- (a) The terms of this MOU shall be governed by the laws of the State of New Mexico. [California]
- (b) A party may not transfer or assign its interest in this MOU without the previous written consent of all participants. Any such attempt to transfer or assign shall be null and void. Either party may assign or transfer its interest in this agreement to any parent, subsidiary, or successor corporation without the consent of the parties.
- (c) Claims for damage of any nature whatsoever shall be limited to direct damages only.

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- (d) No provision of this MOU is intended to conflict with any law, and the provisions should be construed in a manner that will uphold their validity. In the event that any provision is found to be contrary to any law, it shall be deemed unenforceable, and the parties (or the Court) shall substitute a lawful provision in its place that is equitable and which, to the extent possible, reflects the original intent of the parties. Unless it would be inequitable to do so, all other provisions of this MOU shall remain in full force and effect.
- (e) This MOU shall remain in full force and effect for a period of ____ years [no more than five] from the date of the agreement. Either party may withdraw from this agreement in its sole discretion upon thirty (30) days written notice to the other parties.
- (f) The foregoing states the entire agreement and understanding between the parties, superseding any previous or contemporaneous understandings, commitments, or agreement, oral or written, with respect to the subject matter of this MOU.

IMPLEMENTING AGREEMENTS.

The details of the levels of support to be furnished to one organization by the other with respect to funding will be developed in specific implementing agreements subject to availability of funds. Agreements or project plans that set forth specific arrangements for program implementation shall be separately developed and agreed to in implementing agreements facilitated by this MOU. Specific funding and tasking will be established under such implementing agreements. Appropriate patent and other intellectual property provisions shall be included in implementing agreements entered into by the parties.

The United States Department of Energy patent and intellectual property policies shall apply to any such work performed by a contractor (including any subcontractors) that is funded in whole or in part by DOE under the implementing agreements. No claims for consequential damages, incidental damages, claims for lost profits, or other indirect damages arising out of or resulting from the work conducted under implementing agreements facilitated by this MOU shall be allowed

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SANDIA CORPORATION

(OTHER PARTY)

By: _____

By: _____

Typed Name: _____

Typed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____